

**EXHIBIT B - 1****AGREEMENT FOR THE FILM**

This Agreement made the 11 day of August 2000, between PUBLISHER (Plaintiff) [The Ameri], consisting of the firm of Hugo, Vischbeek, Michael, Schlesinger and Michael McNamee, Attorneys [hereinafter "the Publisher"] (hereinafter "Plaintiff"), and Plaintiff, New York (Defendant), (hereinafter "Publisher") (hereinafter, "Defendant"), New York (USA), for the purpose of recording here and there characterized works of writing ("the Material") here signed and executed by the Plaintiff to him designated attorney, and with Plaintiff's lawyer acquainted with several members of his firm dimensional attorneys.

**PLATEAU**

The Plaintiff desires to have certain exclusive rights in certain terms based on the material HOPE and agrees that it has the manufacturing, promotional and distribution capabilities in place to make a success of the Material in a broad area, and the Plaintiff wishes to have this agreement recorded in a form acceptable through the Publisher's attorney.

**DEFINITIONS & RELATED DOCUMENTS**

For the part, Publisher will pay the sum of \$ 100,000 to the Author upon signing and an additional \$400,000 on or before January twenty fifth (25) 2001. That such payment shall be non-refundable. Publisher will release the book for sale, subject to return December 2000. The work cannot proceed in the agreed upon shall, unless otherwise agreed to by a special attorney, he retained in order to facilitate which retains the characteristics which the author has appointed for the purposes of the book and the publishing company to the customer, herein the Author shall have the right to approve all changes made to her/his. In connection with the preparation and sale of the material, Publisher will retain the services of a first class public relations firm such as Ketchum & Company. Expenses arising on this project shall include full page advertising and print on request for all publications including but not limited to:

Except as otherwise provided herein, Plaintiff will pay a 25% royalty on all gross sales of the material and a 31% royalty on gross sales of certain charges, payable to Author within 30 days. An accounting of such sales and payments will be furnished to a quarterly basis, commencing with the period beginning October 1<sup>st</sup> 2000. Payment shall be made by check payable to the Author in the name of American Intermedia will be presented by a reputable independent accountant such as Frank D. Young or the like.

And for his part, Plaintiff grants to Plaintiff the exclusive right during the term of this agreement to certain exclusive found in the story HOPE, works as described on the Schedule, unexpended funds on pages 4 and 5, and upon the signing of this agreement to provide the Publisher with the option of recompense of 10,000, non-refundable as



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GREAT CIRCLE

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Publisher, is an 18" x 18" x 9" model which will be used as the matrix for all works to follow. Any three dimensional works shall follow the artist's traditional 2 to 1 relationship between height/width and depth (with the 0 tilted to the right at a 45 degree angle and with dimensions in the manner of the artist's LOVE image). As to two dimensional works, the Artist will personally sign and number each image in keeping with other two dimensional works which he has created and signed in the past. As to three dimensional works the artist's name will be embedded in the same manner as his LOVE sculpture and a serial number shall be embedded in order to catalogue every work produced pursuant to this agreement both as a measure of account and as protection against infringement. During the term of this agreement neither Artist nor Publisher shall create or cause to be created any items whatsoever featuring the HOPE image without prior express written approval by both parties to this agreement.

All of the above notwithstanding, The Artist shall have without limitation the right to use his artistic talent to produce and sell unique (i.e. non-editioned) original works containing the two-dimensional image HOPE on paper, canvas and other mediums of his choosing.

The artwork may be reproduced by Publisher, its agents and/or assigns for publicity purposes and advertising directly tied to sale and promotion of the work as fine art. Artist agrees to cooperate with reasonable demands upon his time and availability for publicity purposes which shall be limited to phone and e-mail correspondence unless the Artist decides otherwise.

The duties and responsibilities set forth in this agreement and the benefits thereof shall be borne by and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and permitted assigns.

**SPECIFIC DUTIES OF THE PUBLISHER**

In the context of its business activities pursuant to this agreement, which shall include the creation of sculptures, prints and silk-screened canvas images of the HOPE artwork in accordance with the Schedules incorporated herein on Pages 4 and 5. Publisher shall use its best efforts to secure usage of the artwork for the benefit of the Presidential campaign of Barack Obama as a means of introducing the artwork to the public view in a positive and constructive manner. In addition, Publisher shall also create a hard cover book to contain photographs of celebrities posed in front of the artwork with interviews of them on the subject of hope to further promote the artwork, provided the Artist shall have approval of all aspects of such book and subject to the parties' agreement to an appropriate licensing fee and/or royalty to the Artist. Publisher resolves to work with the Artist in close and frequent consultation to realize these objectives and conclude mutually satisfying usages of the artwork.

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A photograph showing two handwritten signatures. The signature on the left appears to be "K. Ob" and the signature on the right appears to be "J.M. MM".

**EXHIBIT B - 3****TERM AND PERFORMANCE GUARANTEES**

The term of this agreement is five years from the date first set forth above. However, this agreement shall forthwith terminate unless (a) the required accounting are rendered in a timely basis, and (b) the following minimum royalty payments are made in each annual period of the agreement according to Publisher's 25% royalty requirement for sculpture, and 33% royalty requirement for canvas images as set forth above:

Year 1 through Year 5: \$1,000,000 (one million US Dollars) per annum, with payments to be made semi-annually in March and September of each calendar year.

If, upon termination of this agreement, unsold artwork is in the possession or control of Publisher that had been created pursuant to this agreement, all such artwork shall be divided and delivered to the Artist in good condition as follows: Sculpture 30% to Artist 70% to Publisher; Canvas 50% to Artist 50% to Publisher. In the event of an unequal split, Publisher shall make up the difference by royalty payment. Any artwork in progress at such time shall either be finished and so delivered or terminated and destroyed, upon mutual agreement of the parties or subject to arbitration.

Publisher will apprise Artist of all sculpture produced whether cast or fabricated prior to its production, and inform artist of the dates of production within ten days of production commencement and production fulfillment. At no time will fabricated production of any given size exceed 2 pieces unless such pieces have been sold prior to fabrication. For casting purposes no more than ten (10) pieces shall be cast at a time unless the pieces have already been sold prior to casting. The limitation of production described herein shall be for all material variations added together as one component, NOT a per material restriction. Publisher will also apprise Artist of all canvas production on a similar timely basis. All costs of production and distribution will be paid entirely by Publisher. The Artist will not be responsible for any cost related to the creation, production, promotion, or distribution of the works. The Artist will have the right of approval over all aesthetic and production decisions relating to the works. Publisher recognizes and agrees that the Artist will not be obligated to sign work unless such work is of a quality acceptable to the Artist in his sole judgment and discretion.

**COPYRIGHTS**

The Artist expressly reserves all copyright rights in and to the images and the works created hereunder. This agreement is not intended to transfer such rights to Publisher. Publisher will register any and all copyrights, trademarks and other intellectual property rights in each of the works in the name of the Artist, and shall provide timely proof of such registration to the Artist. Artist, for his part, will cooperate with the Publisher in maintaining, for both Artist's and Publisher's benefit, the exclusivity of the artwork and all intellectual property rights associated with it to the best of his ability.

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**EXHIBIT B - 4****SCHEDULE OF SCULPTURE PRODUCTION**

Suggested Retail	Height dimension	Edition size	AP's	RTP	TP	MP
\$12 - 15,000	12"	150	3	1	2	3
\$60,000	18"	21	3	1	2	3
\$150,000	36"	9	1	1	1	1
\$200,000	48"	3	1	1	1	0
\$650,000	72"	6	1	1**	1	1
\$1,000,000	96"	5	0	0	0	0
\$1,500,000	120"	4	0	0	0	0
\$2,250,000	144"	3	0	0	0	0
\$5,000,000	240"	2	0	0	0	0

All MP's shall be donated to major museums or institutions with tax exempt status and these donations shall be agreed upon by both Artist and Publisher. AP's shall remain the property of the Artist. Publisher shall be responsible for foundry costs of AP's in all editions of 12", 18" and 36", and Stainless Steel edition only of 48", and 72". If the Artist, in his sole discretion, elects to fabricate 48" and 72" AP's in other editions he will be responsible for the foundry cost associated therewith. AP's shall be transported at Publisher's expense to Artist at Vinalhaven, Maine, in a timely manner. RTP's and TP's shall remain the property of Publisher. All other sculpture shall be subject to royalty as detailed on page 1 of this Agreement.

**Sculpture Editions:** Stainless Steel, Bronze, Corten Steel, Aluminum, a single Painted Steel edition in Artist's colors (see Term and Performance Guarantee Section on Page 3).

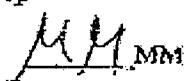
**SCHEDULE OF SILK-SCREENED CANVAS PRODUCTION:**

Height dimension	Edition	AP	RTP	TP	PP	MP
12"	2	1	1	1	0	0
10'	3	1	1	1	0	1
8'	4	1	1	1	0	1
6'	5	1	1	1	1	1
3'	7	2	1	2	1	2
2' *	9	2	1	2	1	2

All AP's, RTP's, TP's & MP's shall be distributed as with Sculpture. PP's will be given to the Master Printer and will not be subject to royalty. All AP's shall be stretched and mounted on frames in a professional manner by Publisher. All AP's shall be transported at Publisher's expense to Artist at Vinalhaven, Maine, in a timely manner. \* Artist and Publisher agree that production referred to in Schedule above as 2' may be rendered in dimensions less than 2' however in no event shall the total number of images produced exceed the agreed edition size.

**Silk-Screened Canvas Editions:** Publisher and Artist agree that there will be two editions, described as follows in terms of color composition;

- Red Letters, Blue Bottom, White Top
- White Letters, Blue Bottom, Red Top

Any additional color combinations or editions may be produced only with prior written agreement of the Artist.

#### SCHEDULE OF PRINT PRODUCTION

Dimensions: Paper 20" x 22", image 18" x 18"

Material: Coventry or suitable substitute

Edition size: 200 prints

Prints are for use by Obama Campaign, to be hand signed by the Artist, plus 25 AP's, 1 RTP, 10 PP's, 10 TP's, and 10 MP's exclusively for donation to museums and institutions with tax exempt status. Other editions may be created by mutual written agreement of the Artist and Publisher.

#### NOTE ON ROYALTIES PER ABOVE PRINT PRODUCTION SCHEDULE

It is agreed between Publisher and Artist that 200 Prints shall be donated without charge to the Obama Campaign and will therefore involve no royalty payments. No royalties shall be payable to the Artist on account of RTP's, PP's, TP's or MP's. AP's shall remain the property of the Artist. RTP's and TP's shall remain the property of Publisher. PP's will be given to the Master Printer and will also not be subject to royalty.

#### OBAMA CAMPAIGN

Artist hereby authorizes construction and delivery by Michael McKenzie/American Image to the site of the Democratic National Convention in Denver Colorado on or before August 23, 2008 one (1) sculptural version of the artwork HOPE in dimensions of approximately h-6',w-6',d-3' fabricated in stainless steel and weighing approximately 3,500 lbs, (together with the accompanying display base which is an integral element to the sculpture) which shall be displayed prominently at the entrance to the site or other location immediately outside the convention site. Such sculptural version shall be the 72" RTP referred to in Schedule on page 4 of this agreement.

\* Should the RTP referenced in the paragraph above be sold by the Publisher, it is hereby agreed that the Artist shall be entitled to a royalty on this piece as if the sculpture were a scheduled edition work.

The parties further agree the HOPE image rendered in silk-screened canvas may be displayed at the Democratic National Convention as follows; a single (1) 12' x 12' canvas HOPE, consisting of four 6' x 6' panels, four (4) 6' x 6' canvas HOPE images, four (4) 2' x 2' canvas HOPE images. The 12' canvas shall be an RTP, the four 6' canvas shall be the RTP and TP of each color combination, and the four 2' x 2' canvas shall consist of RTP's and TP's referred to in Schedule included herein on page 4.

*Michael McKenzie* MM  
*Michael J. Murphy* MM

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Michael McLean's Licensee Security assumed full responsibility for the delivery, transportation and distribution and receipt of the supplies and will, without charge to Plaintiff, all expenses associated with the organization, transportation, storage and delivery of such supplies and will account, monthly, to Plaintiff for all expenses. Michael McLean's Licensee Security is further authorized to enter the premises controlled by the Plaintiff to be held in the name of Plaintiff, preceding the opening period of the Consumer National Convention.

It is further agreed that any amount, \$10,000, by Plaintiff license may be used by the Licensee Corporation to obtain, finance, legal fees, expenses, etc., to defend itself in the event of any infringement of their intellectual property of all types which would have been caused by Plaintiff.

### NO ASSIGNMENT

Except as otherwise provided herein, all rights and obligations pertaining to this agreement shall vest exclusively in the Artist and Publisher. In consideration thereof, no part of this Agreement may be assigned by either party to any third party.

### DISPUTES AND SETTLEMENT

Should the Publisher and the Artist have been involved in any dispute or conflict with respect to any of the terms herein, they agree to submit the same to arbitration of the parties comprising the artist's management firm and represented by their respective attorney or legal and any applicable witness court or courts in writing and initiated or signed by both persons.

It is further agreed that any liability of the Artist under this agreement shall be limited to an amount no greater than the amount of funds received by the Artist under this agreement. Any disputes will be settled by arbitration through the American Arbitration Association, governed by law of the State of New York.

Agreed to this 11 day of August, 2000

  
Michael McLean, Publisher

  
Michael McLean, Artist

## EXHIBIT B - 7

### ROBERT INDIANA/AMERICAN IMAGE: ADDENDUM TO HOPE CONTRACT

#### 1. Edition Numbers for Hope Sculpture.

18" sculpture editions currently slated for editions of 21 will be reduced to 9. All ancillary 'proofs' will be limited to editions of I/I

36" sculpture editions currently slated for editions of 9 will be reduced to 8. All ancillary 'proofs' will be limited to I/I.

48" sculpture will be an edition of 7. All ancillary proofs will be limited to I/I.

All other editions and royalties will remain the same as agreed.

#### 2. Edition Numbers for Hope Canvas Editions.

2<sup>1</sup> Editions shall be limited to Editions of V, consecutively Roman numeraled.

3<sup>1</sup> Editions shall be limited to V, consecutively Roman numeraled

All other editions will remain the same as originally agreed. All royalties shall accrue as originally agreed in the original contract.

#### 3. Additional Hope Canvas Editions.

All additional canvas editions will be in keeping with the new edition sizes as indicated in section 2 above. All color combinations will be approved in a step by step process as follows:

I. Publisher shall discuss with artist colors and get an oral approval for a color combination.

II. Publisher shall confirm via e-mail that he will be going forward in creating the color combination the artist has orally approved.

III. Publisher shall create at his own expense trial proofs of the new edition color[s] on canvas for approval by artist.

IV. Publisher shall make arrangements to get trial proofs to artist whether in person or by some means of transport.

V. Artist shall either approve or disapprove of the trial proof, solely at his discretion. If the artist disapproves, the trial proofs shall be destroyed or entered as a "T.P." {trial proof} at artist's discretion. Artist shall direct publisher to correct colors or abandon the color combination totally.

VI. Should the artist approve the trial proof he shall designate the image R.T.P and the publisher shall then create the edition in accordance with the contract and get the finished works to the artist

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for signing expeditiously.

VII. By mutual consent, artist and publisher may elect to produce a series of unique color combination works on canvas aimed at elevating the market.

VIII. Royalties will accrue on all canvas editions, including Obama edition and uniques, if any, as according to original agreement.

### 4. Other Hope Editions.

Any works agreed to, produced and signed by the artist on paper shall be subject to a 30% royalty base.

Works in cloisinette, metal, wool or silk if agreed, produced and signed by artist shall be subject to a 25% royalty base.

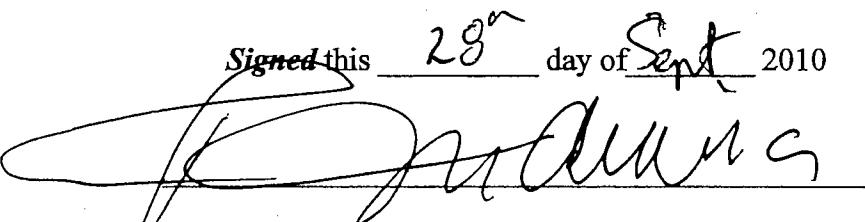
Any other Hope editions not listed herein, such as limited edition books, will be summarized in a one page agreement should artist and publisher decide to create any hope related work not included herein.

### 5. Other Editions.

If publisher and artist agree to do any editions not related to Hope, a separate agreement will be drawn designating royalties, advances and other terms and must be signed by artist and publisher.

Publisher and artist agree to the terms herein and this addendum is added to the contract previously signed by publisher and artist as if part of the original contract. This agreement supercedes any other agreements for Hope whether verbal or written and is binding on both parties, their heirs, successors, assigns, estates and foundations and no transfer of this Agreement shall effect its terms.

Signed this 28<sup>th</sup> day of Sept, 2010

  
Robert Indiana, Artist

  
Michael McKenzie, American Image.

(Print Name: WEBSTER ROBINSON Witness 

## EXHIBIT B - 9

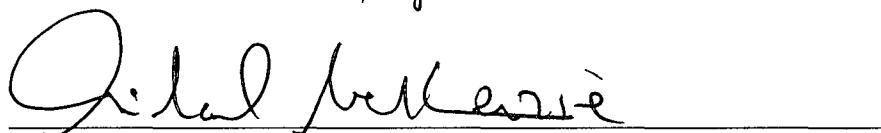
### Addendum to Hope Contract

This addendum is between American Image, the publisher, and Robert Indiana, the artist, for the contract for HOPE artworks in all mediums and shall be incorporated as part of original agreement dated 2008, overriding any previous documents or language.

Going forward from calendar year 2010, the contract between artist and publisher will renew upon an annual payment of \$1,000,000 to artist, his heirs, estate or assigns. The Hope artworks will be controlled by publisher and no other entity can assign, sell, license or otherwise use the hope images without permission from the publisher and publisher will collect on artist's behalf and pay artist as is included in original contract.

All other aspects of the Hope contract and previous addendum will remain unchanged.

Signed this 1<sup>st</sup> day of Sept 2011 by



Michael McKenzie, American Image[Publisher]

Signed this 1<sup>st</sup> day of Sept 2011 by



Robert Indiana, Artist

By

[Print]

HOWARD ROSENBLUM Signed 

Witness

Date 1<sup>st</sup> day of Sept 2011

**EXHIBIT B - 10**

HOPE WINE

Michael McKenzie, American Image his/their heirs, estate and assigns ["The Producer"] will pay Robert Indiana/~~Robert Clark~~ his heirs, estate and assigns a royalty of 30% of all monies received by The Producer annually for the exclusive rights to HOPE Wine, water & Spirits, this in addition to the one million dollars annually for the exclusive rights HOPE in all languages. Distribution shall be through Empire Liquor Distributors and its affiliates, a well known and respected company.

Signed

4, OCT  
2011

Michael McKenzie/American Image

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Robert Indiana, Artist



Witness [Print Name] Margaret Malone

**EXHIBIT B - 11****Addendum to Agreement****dated March 31, 2012**

Robert Indiana ("Artist") and Michael McKenzie/American Image ("McKenzie" or "Licensee") have entered into an Agreement for Art Editions, dated August 11, 2008 (as amended, the "Existing Agreement"), by which Artist has granted McKenzie certain exclusive rights to create two and three dimensional works based on the Artist's HOPE artwork in all languages ("Artwork"); On October 4, 2011, the parties amended the Existing Agreement to permit use of the Artwork on or in connection with wine, water and spirits. It was later determined that the name and signature ROBERT INDIANA should also be licensed by McKenzie, and to cover all alcoholic and non alcoholic beverages ("Beverages").

The parties, for consideration amend the Existing Agreement and any addenda as follows in this Addendum to Agreement dated March 31, 2012 ("Amendment"):

1. Artist grants McKenzie the right and license to use, the Artwork, the "ROBERT INDIANA" name and the "ROBERT INDIANA" signature (collectively "Property") exclusively and worldwide in connection with the manufacture, marketing, distribution, promotion advertising and sale of Beverages.
2. Artist shall have the right of approval for the general design of the Property on Beverages. Once approved by Artist, the Property may be used as part of the label and in any advertising and promotional materials in any color and proportionally in any size. The HOPE Artwork on Schedule A and the "ROBERT INDIANA" name and signature on Schedule A to this Amendment are approved by Artist.
3. McKenzie shall pay Artist a royalty equal to 30% of gross proceeds actually received by McKenzie for Beverages bearing the Property sold by the exclusive distributor Chatham Imports, Inc. ("Chatham") or its successors or assigns. McKenzie shall pay Artist a royalty equal to 30% of gross proceeds actually received by McKenzie for Beverages bearing the Artwork and the mark TIKVA or TIKVAH sold by the exclusive distributor Chatham or its successors or assigns. If no sales of any Beverages are made within 24 months after signing this Amendment, Artist may terminate this Amendment.
4. Royalty payments shall be made quarterly to Artist's address in Vinalhaven, Maine, within 30 days of the close of each quarter. Royalty payments shall be accompanied by a report on sales of the Beverages specified in 3 above. McKenzie shall maintain, for a period of three years books and records from which the royalty payments may be verified. Such records shall be open to the inspection of the Artist or his authorized representatives, during normal business hours, to verify royalty payments.
5. McKenzie may prepare copyright registration applications for the Property for deposit with the United States Copyright Office. McKenzie shall have the right to file, prosecute, and maintain, in his name, at his expense and in his name, trademark applications and registrations for the "ROBERT INDIANA" name and "ROBERT INDIANA" signature for use

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in connection with Beverages, including design marks and logos. Each party shall promptly give notice to the other party of any infringement claim or any unauthorized use of the Artwork or the Property of which such party becomes aware.

6. McKenzie shall promote the products bearing the Property at museums, galleries, shows, and events where Artist's work, including, but not limited to, the Artwork (including as shown on Beverages) is displayed.

7. This Amendment shall be binding upon, and shall inure to the benefit of, Artist, Michael McKenzie/American Image, their respective heirs, legatees, administrators, executors, representatives, successors, and assigns. McKenzie assigns and transfers his rights and duties under this Amendment to Chatham Imports, the national and international distributor.

8. This Amendment supersedes all prior negotiations, understandings, and agreements between the Artist and McKenzie with respect to Beverages and shall be modified only in writing and governed by and jurisdiction shall be in the State of New York. All other terms of the Existing Agreement remain in force.

AGREED.

Dated this 31 day  
March, 2012

ROBERT INDIANA

By:

Name: Robert Indiana  
Title: Artist

Dated this 31 day  
March, 2012

MICHAEL MCKENZIE/AMERICAN  
IMAGE

By:

Name: Michael McKenzie  
Title: Publisher